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Attorneys for Defendant  
CONTINENTAL TIRE NORTH AMERICA, INC.

UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

OLIMPIA ALEJANDRINA CHACHON,  
individually, and as Guardian  
Ad Litem for KATHERINE  
RIVERA; MARIA DELGADO,  
individually, and as Guardian  
Ad Litem for MARIA DELCARMEN  
LOPEZ, JOSE ANGEL LOPEZ, and  
NANCY DELGADO LOPEZ; ROSARIO  
IBARRA; EUGENIA LOPEZ;  
CLAUDIA PACHECO,  
individually, and as Guardian  
Ad Litem for RICARDO PACHECO,

STIPULATION FOR PROTECTIVE ORDER

Plaintiffs,

v.

CONTINENTAL TIRE NORTH  
AMERICA, INC. and DOES I-V,

**Defendants.**

STIPULATION

IT IS HEREBY STIPULATED among the parties to the above-entitled action, through their respective undersigned counsel of record, that the court ~~should be requested to enter~~ a Protective

1 Order in the language contained in the proposed Protective Order  
2 attached hereto and marked Exhibit "A."

3 Dated: Oct 10, 2006.

4  
5 KILPATRICK, JOHNSTON & ADLER  
6 412 N. Division Street  
7 Carson City, Nevada 89703  
8

9 By: Charles M. Kilpatrick  
10 Charles M. Kilpatrick, Esq.  
11 Nevada Bar #000275  
12

13 Attorneys for Plaintiffs  
14

15 Dated: October 10, 2006.

16 WAIT LAW FIRM  
17

18 By: Eugene J. Wait  
19 Eugene J. Wait, Jr., Esq.  
20 Nevada Bar #001794  
21

22 Attorneys for Defendant  
23 CONTINENTAL TIRE NORTH  
24 AMERICA, INC.  
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UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

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Ad Litem for KATHERINE RIVERA;  
MARIA DELGADO, individually,  
and as Guardian Ad Litem for  
MARIA DELCARMEN LOPEZ, JOSE  
ANGEL LOPEZ, and NANCY DELGADO  
LOPEZ; ROSARIO IBARRA; EUGENIA  
LOPEZ; CLAUDIA PACHECO,  
individually, and as Guardian  
Ad Litem for RICARDO PACHECO,

Case No.: 3:06-cv-00283-ECR-RAM

**PROPOSED PROTECTIVE ORDER**

Plaintiffs,

v.

CONTINENTAL TIRE NORTH  
AMERICA, INC. and DOES I-V,

**Defendants.**

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**WAIT LAW FIRM**

Atorneys At Law  
305 W. Moana Lane, Second Floor, Reno, Nevada 89509  
Tel: (775) 827-5500 • Fax (775) 827-6663

OLIMPIA ALEJANDRINA CHACHON,  
individually, and as Guardian  
Ad Litem for KATHERINE  
RIVERA; MARIA DELGADO,  
individually, and as Guardian  
Ad Litem for MARIA DELCARMEN  
LOPEZ, JOSE ANGEL LOPEZ, and  
NANCY DELGADO LOPEZ; ROSARIO  
IBARRA; EUGENIA LOPEZ;  
CLAUDIA PACHECO,  
individually, and as Guardian  
Ad Litem for RICARDO PACHECO,

Case No.: 3:06-cv-00283-ECR-RAM

PROTECTIVE ORDER

Plaintiffs,

v.

CONTINENTAL TIRE NORTH  
AMERICA, INC. and DOES I-V,

Defendants.

Pursuant to the Stipulation signed by the parties and good  
cause appearing therefor,

IT IS HEREBY ORDERED:

1. CONTINENTAL TIRE NORTH AMERICA, INC. ("CTNA")

recognizes that discovery in a product liability suit may call

1 for the production of material containing confidential and  
2 proprietary business information and other commercially sensitive  
3 information of CTNA, and that CTNA has a protected proprietary  
4 and property interest in those material.  
5

6 a. CTNA shall designate those documents and other  
7 material deemed to contain confidential or proprietary  
8 information by stamping, marking, or otherwise identifying such  
9 material as "Confidential Material." Such designation shall make  
10 such items and all copies, prints, summaries, or other  
11 reproductions of such material subject to this Order.

12 b. In the event counsel for any party, in good faith,  
13 disputes the designation of any document as Confidential, he or  
14 she shall notify counsel for CTNA in writing. CTNA shall then  
15 seasonably apply to the court for a determination that the  
16 document is protected pursuant to F.R.C.P. 26(c).  
17

18 c. Until a final determination by the court, any  
19 disputed document will be treated as Confidential Material  
20 pursuant to this Protective Order.  
21

22 2. The Protective Order shall not preclude the parties  
23 from exercising any rights or raising any objections otherwise  
24 available to them under the rule of discovery and evidence.  
25

26 a. When used in this description, the word  
27 "Confidential" means CTNA trade secrets, research, development  
28 and other proprietary information.  
29

b. When used in this description, the term "Confidential Material" means all written materials, computer documents, videotapes, answers to interrogatories, responses and requests for production, deposition transcripts and all other tangible items which disclose "Confidential" information.

c. In the case of a deposition or oral examination, counsel for CTNA may, during the deposition, designate that testimony involving Confidential Material be held as confidential. In that event, the court reporter will transcribe such questions and answers apart from the regular transcript, as well as any exhibits marked during the testimony, and submit them directly to the court under seal.

d. Documents which have been produced by CTNA to any governmental agency or body such as the National Highway Traffic Safety Administration ("NHTSA") at any time, and deemed by that agency or body to be confidential pursuant to 49 CFR 512 or other similar regulations, constitute Confidential Material for the purposes of this Protective Order and are, as such, covered by its terms.

e. When used in this description, the term "Covered Persons" includes the following: (1) the named plaintiff(s) and defendants, other than CTNA in this litigation; (2) the named counsel for all parties, other than CTNA in this litigation, including members of counsel's legal or support staff (e.g. in-house investigators, secretaries, legal assistants, paralegals

1 and law clerks), to the extent reasonably necessary for such  
 2 persons to render assistance in this litigation; and (3) experts  
 3 retained or consulted by counsel for any party other than CTNA to  
 4 assist in the preparation, prosecution, or evaluation of this  
 5 litigation.

6 Absent further order of the court, those documents marked as  
 7 Confidential Material, as described in paragraph 1a, shall not be  
 8 used for any purpose other than the prosecution or defense of  
 9 this captioned action, and shall not be shown, disseminated or  
 10 disclosed in any matter to anyone other than covered persons  
 11 without the prior written agreement of CTNA or an order of the  
 12 court after due notice to CTNA.

13 3. Before showing or divulging the contents of any  
 14 Confidential Material to any covered person, counsel shall first  
 15 obtain from each such person a signed "Written Assurance" in the  
 16 form attached hereto. Counsel shall maintain a list of all such  
 17 recipients of Confidential Material to whom this paragraph  
 18 applies and the original of all Written Assurances required  
 19 pursuant to this paragraph. Counsel shall provide copies of each  
 20 Written Assurance to CTNA within two (2) working days of its  
 21 execution and prior to the disclosure of the Confidential  
 22 Material. However, parties shall not be required to disclose the  
 23 actual identity of any expert retained or consulted by the party  
 24 until it is determined that such expert will be a witness at  
 25 trial. All "consulting" experts shall be required to execute the

1 Written Assurance and counsel shall forward the same to CTNA,  
2 along with all materials provided, at the conclusion of the  
3 litigation.

4 4. Information and documents subject to this Order and any  
5 duplicates thereof may not be used for any purpose other than the  
6 prosecution of this lawsuit.

7 5. If any Confidential Material is filed with this court,  
8 including any pleading or memorandums incorporating Confidential  
9 Material, it shall be filed in a sealed envelope on which the  
10 following legend shall prominently appear:

11 CHACHON, ET AL v. CONTINENTAL TIRE NORTH AMERICA, INC.

12 Case No.: 3:06-cv-00283-ECR-RAM

13 Confidential - This envelope contains documents or  
14 other material filed by [name of party]; it shall not  
15 be opened nor the contents thereof displayed or  
16 revealed except by the Order of this court.

17 Confidential Material may be introduced into evidence, if  
18 otherwise admissible, provided that the plaintiff shall provide  
19 CTNA ten (10) days prior notice of its intent so that CTNA may  
20 have adequate opportunity to seek in camera treatment of such  
21 documents.

22 6. At the conclusion of this litigation, all Confidential  
23 Material shall be returned to CTNA. Counsel shall return all  
24 documents which were produced in discovery pursuant to the  
25 Protective Order and shall contact all persons who have executed

1 Written Assurances and direct the return of all Confidential  
2 Material, including all copies, to CTNA. If this litigation is  
3 settled, CTNA will expect the return of all Continental material  
4 prior to delivering a settlement check which will be held by  
5 CTNA's counsel for delivery.

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7 Dated: October 16, 2006.  
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10 UNITED STATES MAGISTRATE JUDGE  
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UNITED STATES DISTRICT COURT

10 DISTRICT OF NEVADA

11 OLIMPIA ALEJANDRINA CHACHON, Case No.: 3:06-cv-00283-ECR-RAM  
12 individually, and as Guardian  
Ad Litem for KATHERINE RIVERA;  
13 MARIA DELGADO, individually,  
and as Guardian Ad Litem for  
14 MARIA DELCARMEN LOPEZ, JOSE  
ANGEL LOPEZ, and NANCY DELGADO  
15 LOPEZ; ROSARIO IBARRA; EUGENIA  
LOPEZ; CLAUDIA PACHECO,  
16 individually, and as Guardian  
Ad Litem for RICARDO PACHECO,  
17

DECLARATION OF WRITTEN ASSURANCE

18 Plaintiffs,

19 v.

20 CONTINENTAL TIRE NORTH  
21 AMERICA, INC. and DOES I-V,

22 Defendants.  
23 \_\_\_\_\_ /  
24

I hereby acknowledge and affirm under penalties of perjury  
that I have read the terms and conditions of the Protective Order  
agreed to by the parties in CHACHON, ET AL v. CONTINENTAL TIRE  
NORTH AMERICA, INC., Case No.: 3:06-cv-00283-ECR-RAM, on  
28 \_\_\_\_\_ (date).

I understand the terms of the Order and declare under  
penalties of perjury that I consent to be bound by the terms of  
the Order as a condition to being provided access to the  
Confidential Documents furnished by CONTINENTAL TIRE NORTH  
AMERICA, INC. ("CTNA").

Further, by executing this Declaration of Written Assurance,  
I hereby consent to the jurisdiction of the above-captioned court  
for the special and limited purpose of enforcing the terms of the  
Protective Order.

I recognize that all civil remedies for breach of this  
Declaration of Written Assurance are specifically reserved by  
CTNA and are not waived by the disclosure provided for herein.

Further, in the event of the breach of this Declaration of  
Written Assurance, I recognize that CTNA may pursue all civil  
remedies available to it as a third-party beneficiary of this  
Declaration of Written Assurance.

Executed under penalties of perjury in the City of  
\_\_\_\_\_, State of \_\_\_\_\_, on \_\_\_\_\_,

\_\_\_\_\_  
Name

\_\_\_\_\_  
Firm

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State, Zip

\_\_\_\_\_  
Telephone Number